

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	SOLICITOR AUG 17 2007	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
---	--	---

In Compliance with 35 § 290 and 37 C.F.R. § 1.116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 07-04154 SBA	DATE FILED 8/13/2007	U.S. DISTRICT COURT Northern District of California, Oakland Division
PLAINTIFF AIRCRAFT TECHNICAL PUBLISHERS		DEFENDANT AVANTEXT INC.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 5,778,381	July 7, 1998	Michael Sandifer
2 6,292,806	September 18, 2001	Michael Sandifer
3		
4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
1			
2			
3			
4			
5			

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wicking	(BY) DEPUTY CLERK	DATE
-----------------------------	-------------------	------

Copy 1—Upon initiation of action, mail this copy to Commissioner Copy 3—Upon termination of action, mail this copy to Commissioner
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner Copy 4—Case file copy

COPY

JACK RUSSO (State Bar No. 96068)
TIM C. HALE (State Bar No. 114905)
RUSSO & HALE LLP
401 Florence Street
Palo Alto, CA 94301
Telephone: 650-327-9800
Facsimile: 650-327-3737
Email: jrusso@computerlaw.com
Email: thale@computerlaw.com

Attorneys for Plaintiff
AIRCRAFT TECHNICAL PUBLISHERS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

SBA

AIRCRAFT TECHNICAL PUBLISHERS, a
California company,

Plaintiff,

vs.

AVANTEXT, INC., a Pennsylvania
corporation,

Defendant.

C 07 4154

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT AND FOR WILLFUL
PATENT INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Aircraft Technical Publishers ("ATP") alleges against Defendant Avantext,
2 Inc. ("Avantext") as follows:

3
4 **NATURE OF ACTION**

5 1. This is an action for patent infringement arising out of U.S. Letters Patent No.
6 5,778,381 issued on July 7, 1998 (the "381 Patent") to Michael Sandifer, and thereafter assigned
7 to ATP, and U.S Patent No. 6,292,806 issued on September 18, 2001 (hereinafter the "806
8 Patent") to Michael Sandifer, and thereafter assigned to ATP (collectively, the "Patents-in-Suit").
9 This action is brought to remedy the infringement of the Patents-in-Suit by Defendant Avantext,
10 including but not limited to Avantext's willful direct and contributory patent infringement, as well
11 as Avantext's inducing of others to infringe ATP's patented technology. This action seeks
12 preliminary and permanent injunctive relief, compensatory and exemplary damages, attorneys'
13 fees, and costs.
14

15 **PARTIES**

16 2. Plaintiff ATP is a California corporation with its principal office based in Brisbane,
17 California. ATP does business within the jurisdiction and venue of this Court. ATP is in the
18 business of, and a worldwide leader in, the reproduction of computer-based information and data
19 concerning the airworthiness requirements and other directives relating to non-commercial aircraft.
20 Such information is used by aircraft owners, mechanics, and others to keep their aircraft properly
21 maintained. ATP is the owner of all right, title, and interest in the Patents-in-Suit.
22

23 3. Defendant Avantext is, on information and belief, a Pennsylvania corporation with
24 its principal offices in Conshohocken, Pennsylvania. Avantext is in the same industry as ATP,
25 and, on information and belief, Avantext sells its products throughout the United States and in this
26 District. ATP is informed and believes, and on that basis alleges, that Avantext is infringing on the
27 Patents-in-Suit by offering, and continuing to offer, for sale within this District at least those
28

1 products designated as "AD Basic Library," "AD Small Aircraft Library," "AD Large Aircraft
2 Library," and "Complete AD Library."

3
4 **JURISDICTION AND VENUE**

5 4. This action arises under the patent laws of the United States, 35 U.S.C. §§ 101 et
6 seq. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§
7 1331 and 1338(a). Further, this Court has jurisdiction of this action pursuant to 28 U.S.C. §1332,
8 diversity of citizenship, as the amount in controversy exceeds the sum of \$75,000 and as the parties
9 are citizens of and located in different states. Venue is proper in this district pursuant to 28 U.S.C.
10 §§1391(b) - (c) and 1400(b) in that Defendant has used, sold, offered for sale, distributed, or
11 otherwise commercially exploited in this District products that infringe upon the Patents-in-Suit.
12

13 **STATEMENT OF FACTS**

14 5. ATP is informed and believes that Avantext has incorporated ATP's patented
15 technology in products produced and marketed by Avantext under the names "AD Basic Library,"
16 "AD Small Aircraft Library," "AD Large Aircraft Library," and "Complete AD Library," without
17 authorization from ATP.
18

19 6. ATP is informed and believes, and on that basis alleges, that Avantext has actual or
20 constructive notice regarding the Patents-in-Suit, and that Avantext has continued to use,
21 manufacture, sell, or offer to sell products that infringe the Patents-in-Suit, or to contribute to
22 and/or induce others to infringe such patents.
23

24 7. ATP is informed and believes, and on that basis alleges, that Avantext has willfully,
25 directly, and contributorily infringed the Patents-in-Suit and has induced others to infringe said
26 patents through Avantext's manufacturing, use, advertising, sales, and marketing efforts.
27 //

28 //

FIRST CLAIM FOR RELIEF
(Willful Patent Infringement)

9. Plaintiff ATP realleges each of the allegations of Paragraphs 1 through 8, above, and incorporates the same by reference as if fully set forth herein.

10. The Patents-in-Suit were duly assigned to ATP. ATP is the owner of all right, title, and interest in Patents-in-Suit, together with all rights to sue and recover damages for all accrued and other patent infringements, whether past, present, or future.

11. ATP is informed and believes, and on that basis alleges, that Avantext is now infringing, contributorily infringing, or actively inducing infringement by others of at least one claim of each of the Patents-in-Suit by making, using, offering to sell, importing into, or selling within this District and elsewhere in the United States, without license or authority from Plaintiff, certain products or technologies that infringe the Patents-in-Suit, at least in connection with the "AD Basic Library," "AD Small Aircraft Library," "AD Large Aircraft Library," and "Complete AD Library" products.

12. ATP is informed and believes, and on that basis alleges, that by reason of the above acts, Defendant has caused, is causing, and, unless enjoined and restrained by this Court, will continue to cause ATP great and irreparable injury to, among other things, the value of the Patents-in-Suit, the goodwill and business reputation of Plaintiff, and its business relations with customers and prospective customers, all of which cannot be adequately measured or compensated in money damages. ATP has no adequate remedy of law and is entitled to injunctive relief enjoining and restraining Defendant, its officers, agents, servants, employees, partners, licensees, affiliates, and attorneys, and those persons in active concert or participation with them, including but not limited to Defendant's distributors, resellers, and customers, from further manufacture, sales, offers for sale, other distribution, or use of any infringing product.

1 13. As a direct and proximate result of Defendant's infringement of the Patents-in-Suit,
2 ATP has been, and continues to be, irreparably harmed and otherwise severely damaged in an
3 amount yet to be determined. ATP is informed and believes, and on that basis alleges, that, unless
4 enjoined, Defendant will continue its infringing activities.
5

6 14. ATP is informed and believes, and on that basis alleges, that Defendant's acts of
7 patent infringement as set forth herein are and continue to be willful, malicious, wanton, and
8 intentional, and Plaintiff is entitled to its damages to be trebled pursuant to 35 U.S.C. § 284.
9

10 15. This is an exceptional case pursuant to 35 U.S.C. § 285, such that Defendant is
11 liable to ATP for its attorneys' fees and costs in prosecuting this action.

12 **SECOND CLAIM FOR RELIEF**
13 **(Patent Infringement)**

14 16. Plaintiff ATP realleges each of the allegations of Paragraphs 1 through 8, above,
15 and incorporates the same by reference as if fully set forth herein.

16 17. The Patents-in-Suit were duly and legally issued by the United States Patent and
17 Trademark Office, and assigned to ATP. ATP is the owner of all right, title, and interest in the
18 Patents-in-Suit, together with all rights to sue and recover damages for all accrued and other patent
19 infringements, whether past, present, or future.
20

21 18. ATP is informed and believes, and on that basis alleges, that Avantext is now
22 infringing, contributorily infringing, or actively inducing infringement by others of at least one
23 claim of each of the Patents-in-Suit by making, using, offering to sell, importing into, or selling
24 within this District and elsewhere in the United States, without license or authority from Plaintiff,
25 certain products or technologies that infringe the Patents-in-Suit, at least in connection with the
26 "AD Basic Library," "AD Small Aircraft Library," "AD Large Aircraft Library," and "Complete
27 AD Library" products.
28

1 22. ATP is informed and believes, and on that basis alleges, that by reason of the above
2 acts, Defendant has caused, is causing, and, unless enjoined and restrained by this Court, will
3 continue to cause ATP great and irreparable injury to, among other things, the value of the Patents-
4 in-Suit, the goodwill and business reputation of ATP, and its business relations with customers and
5 prospective customers, all of which cannot be adequately measured or compensated in money
6 damages. ATP has no adequate remedy at law and is entitled to injunctive relief enjoining and
7 restraining Defendant, its officers, agents, servants, employees, partners, licensees, affiliates, and
8 attorneys, and those persons in active concert or participation with them, including but not limited
9 to Defendant's distributors, resellers, and customers, from further manufacture, sales, offers for
10 sale, other distribution, or use of any infringing product.

11
12
13 23. As a direct and proximate result of Defendant's infringement of the Patents-in-Suit,
14 ATP has been, and continues to be, irreparably harmed and otherwise severely damaged in an
15 amount yet to be determined. ATP is informed and believes, and on that basis alleges, that, unless
16 enjoined, Defendant will continue its infringing activities.

17
18 24. This is an exceptional case pursuant to 35 U.S.C. § 285, such that Defendant is
19 liable to Plaintiff for its attorneys' fees and costs in prosecuting this action.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for relief against Defendant as follows:

22 A. Pursuant to Rule 65 of the Federal Rules of Civil Procedure, for a preliminary and
23 permanent injunctive relief enjoining Defendant, its officers, agents, servants, employees, partners,
24 licensees, affiliates, and attorneys, and those persons in active concert or participation with them,
25 including but not limited to Defendant's distributors, resellers, and customers, from further
26 manufacture, sales, offers for sale, other distribution, or use of any infringing products;
27
28

1 B. On the First Claim for Relief, for compensatory damages in an amount to be proven
2 at trial, for such damages to be trebled and for attorneys' fees and costs;

3 C. On the Second Claim for Relief, for compensatory damages in an amount to be
4 proven at trial and for attorneys' fees and costs;

5 D. For pre-judgment interest at the rate as allowed by law;

6 E. For Plaintiff's attorneys' fees and costs as allowed by law; and

7 F. For such other and further relief as the Court deems just and proper.
8

9
10 Dated: August 13, 2007

11 By: Jack Russo
12 Jack Russo
13 Tim C. Hale

14 Attorneys for Plaintiff AIRCRAFT
15 TECHNICAL PUBLISHERS

16 **PLAINTIFF'S DEMAND FOR JURY TRIAL**

17 Pursuant to F.R.C.P. Rule 38, Plaintiff hereby demands trial by jury of all issues triable by
18 jury.

19
20 Dated: August 13, 2007

21 By: Jack Russo
22 Jack Russo
23 Tim C. Hale

24 Attorneys for Plaintiff AIRCRAFT
25 TECHNICAL PUBLISHERS
26
27
28